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Title: **Plainview-Old Bethpage Central School District and Plainview-Old Bethpage Administrators, Directors and Supervisors Association (2006)**

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Union: **Plainview-Old Bethpage Administrators, Directors and Supervisors Association**

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AGREEMENT

BETWEEN

**PLAINVIEW-OLD BETHPAGE CENTRAL
SCHOOL DISTRICT**

and

**PLAINVIEW-OLD BETHPAGE
ADMINISTRATORS'
DIRECTORS' and SUPERVISORS'
ASSOCIATION**

July 1, 2006 – June 30, 2009

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I

DEFINITIONS

1. Board: Board of Education, Plainview-Old Bethpage Central School District, Town of Oyster Bay, County of Nassau, New York.

2. Association: Administrators', Directors' and Supervisors' Association

3. Grievance: See Grievance Procedure

ARTICLE II

RECOGNITION

The Board of Education recognizes the Plainview-Old Bethpage Administrators', Directors' and Supervisors' Association as the exclusive representative for the purposes of collective negotiations and the settlement of grievances for the Principals and Assistant Principals; Directors; and District, Department and Team Supervisors, and excluding all other employees of the District. Said Association is hereby accorded unchallenged representation status for the maximum period of time permitted under the terms of the Public Employees Fair Employment Act.

ARTICLE III

FAIR PRACTICES

The Plainview-Old Bethpage Administrators', Directors', and Supervisors' Association agrees to maintain its eligibility to represent all unit employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all unit members without regard to membership or participation in, or association with, the activities of any employee organization.

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, or membership or participation in, or association with, any employee organization.

ARTICLE IV

SALARY AND OTHER BENEFITS

1. Salary

A. See Appendix "A" attached.

Year 1 - 4%

Year 2 - 4.5%

Year 3 - 4.5%

B. Unit members shall be entitled to longevity increments pursuant to the following schedule:

At the beginning of Year 4 in the District - \$ 990.00
At the beginning of Year 8 in the District - 1,390.00
At the beginning of Year 12 in the District - 1,790.00
At the beginning of Year 16 in the District - 2,190.00
At the beginning of Year 20 in the District - 2,590.00
At the beginning of Year 24 in the District - 3,000.00

Longevity shall be excluded from base salary and shall be non-cumulative.

2. Work Year

A. Definitions

1. Ten months shall be defined as the period from September 1 to the opening of school and from the closing of school to June 30 together with the teacher's work year.

2. Eleven months shall be defined as ten months plus 20 days.

3. Twelve months shall be defined as all workdays during the calendar year except for legal holidays and 23 vacation days.

B. Work Year shall be defined as follows:

Director of Pupil Personnel Services	12months
Director of Physical Education	
Athletics & Recreation	12 months
Director of Technology	12 months
Director of Art	10 months +20
	days + up to 5 additional per diem days
Director of Music	10 months +20
	days + up to 5 additional per diem days
Assistant Director of Pupil	
Personnel Services	10 months +20
	days
Assistant Director of Special	
Education	10 months +20
	days + up to 5 additional per diem days
District Chair	10 months +25
Secondary Principals	10 months +25
	days
Elementary Principals	10 months +18
	days
High School Assistant Principals	10 months +25
	days
Middle School Assistant Principals	10 months +20
	days
Elementary School Assistant Principals	10 months + 8
	days
Department Chairs	Teacher's work
	Year + 8 days

In addition to the work year set forth above, all unit members shall be required to attend the annual Superintendent's retreat which shall include a Saturday (not Sunday) session, without additional compensation.

Supervisors Only: 1. The number of days in the Supervisors' work year shall be eight (8) more than the teachers' work year. In addition, the supervisors shall be required to attend two "Awards Night" functions at the High School annually.

2. Supervisors shall serve the extra days within the period September 1, through June 30, the specific days to be determined by the Superintendent after consultation with the Supervisor's Building Principal, except that this time may be served at any other time upon mutual agreement between the Building Principal and the Supervisor with the prior approval of the Superintendent.

3. Supervisors shall be paid on the basis of 1/200th of the salary of the applicable years for each day's service performed at the request of the Superintendent or his/her agent beyond that referred to in paragraphs B above.

C. Newly Created positions:

Job titles other than those set forth above shall have a work year of 10 months + 20 days, plus, at the option of the District, five additional days of work on a per diem basis based on 1/220th of the employee's salary.

3. Tax Sheltered Annuity

The Board of Education shall continue the Tax Sheltered Annuities Program adopted January 15, 1968, the pertinent provisions of which are:

(a) The District will provide no information or offer any advice or counsel about tax sheltered annuity plans. The entire responsibility of obtaining information, advice and counsel is with the employee. The District's role will be limited to making deductions in salary authorized by the employee and forwarding payments to the insurance company.

(b) Employees may select their own insurance agent and Tax Sheltered Annuity Company.

(c) Beginning with the 1968-69 school year there will be two times during the year that Tax Sheltered Annuity plans can be started -- October 1 and February 1. However, agreements must be completed no later than September 15 and January 15 for these respective effective dates.

(d) All policy terminations must be in the Business Office two weeks before the effective date. Participation in another plan can only take place on the October 1 and February 1 dates indicated above.

4. Health Insurance

A. During the term of this Agreement the Board of Education agrees to pay the full current or future costs of the employee's health insurance.

B. The Board of Education agrees to pay 75% of the total premium costs of the employee's family health insurance under the Empire Health Insurance Plan. Payment by the Board of Education for HIP Health Insurance Plan shall continue as per current practice. **Administrators only:** Except as provided in paragraph 4(E).

C. Upon agreement between the parties, the District shall be entitled to place the Association's health insurance with an alternative insurance company provided it maintains comparable coverage with the current plan. Should the parties be unable to agree as to the comparability of the coverage, this issue shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association.

D. **All Unit Members:** The District will continue to pay 50% of the cost of participation in individual coverage and 35% of the cost of participation in family coverage during the lifetime of the employee after his/her retirement, except that should the rules of the Empire Health Plan be modified so as to require a greater or lesser minimum contribution to the cost of said premium, the District's contribution shall be adjusted in

accordance with the rules of the said plan regarding minimum contributions.

E. Administrators only: Upon the death of an employee while in active service, the District shall continue its contribution to premium payments for the surviving spouse and eligible dependents of such deceased employee for a period of two years and three months or until the spouse remarries, whichever date occurs first, with the same limitations as to premium cost to the district as stated in 4(B) above.

F. Any unit member shall have the option of dropping his/her health insurance coverage. The exercise of this option shall be subject to the rules and regulations of the District's provider. A unit member who exercises this option shall receive 50% of the District's cost for individual or family coverage, whichever is applicable, provided he/she notifies the District of intent to exercise said option prior to October 1st each year. Notwithstanding any policy or practice to the contrary, an employee who elects to drop family coverage pursuant to this paragraph and elect individual coverage, shall not be eligible to receive any compensation referred to herein as a result of such election. Re-entry after an election to drop coverage, shall be pursuant to the rules and regulations of the provider.

5. Flexible Benefits Plan

Effective March 1, 1995 or thirty (30) days after ratification by the Board of Education, whichever comes later, the Plainview-Old Bethpage Central School District agrees to implement a Flex Benefits Plan, hereinafter referred to as "Plan", in accordance with Section 125 of the Internal Revenue Service Code and Regulations. All members of the bargaining unit who make application are eligible to participate in the Plan. Participants in the Plan may pay for health and health-related expenses, by way of "pre-tax" payroll deductions. These expenses may include health insurance premiums, medical bills, dental bills, certain dependent care costs, and other expenses as defined and approved by Internal Revenue Service guidelines and regulations. Any savings realized by the District, including but not limited to reduced FICA payments, shall remain District property.

6. Workers' Compensation

Notwithstanding the provisions of existing policy [**supervisors only: Add:** an employee who sustains an on-the-job injury and who is disabled to the extent that he/she is unable to work shall receive full pay during his/her absence due to such injury without charge to accumulated sick leave entitlement subject to the conditions enumerated below.] the following procedures and benefits shall apply in connection with absence from employment due to disability caused by an on-the-job injury:

A. Definitions

1. An on-the-job injury is an injury deemed by the Workers' Compensation Board to be covered by the Workers' Compensation Law.

2. Disability means a physical condition caused by an on-the-job injury rendering the employee unfit for work.

3. Claim for Workers' Compensation means completing and executing the form provided by the Business Office for the filing of a claim for benefits under the Workers' Compensation Law.

4. Administrators and Directors only:
Serious injury means an on-the-job injury resulting in hospitalization for a period of ten (10) consecutive days or more immediately following the occurrence of the injury.

B. 1. For a serious injury resulting in disability, immediately following such injury the employee shall be entitled at his or her option to Workers' Compensation benefits or full pay through the use of accumulated sick leave during the period of continued and uninterrupted disability from the date of the injury until he or she is fit for duty. For purposes of implementing this part, accumulated sick leave shall accrue to a maximum of four hundred (400) days.

2. If, following a period of such continued and uninterrupted disability an employee makes a good faith attempt to return to work, and, within three days finds he or she is physically unable to continue work, such good faith attempt to report for work shall not constitute a break in "continued and uninterrupted disability" as used herein.

3. In the event the disability continues uninterrupted from the date of the injury for a number of days in excess of the employees accumulated sick leave, he or she shall receive 1/210ths for 10- 1/2 month employees, and 1/220th thereof in the case of an 11 - month employee for each working day of absence during such disability for a maximum of 210 days for 10-1/2 month employee and 220 days in the case of an 11 -month employee said days being computed from the dates of the original injury. Thereafter, the employee shall be entitled to workers' compensation benefits only.

C. In the event the on-the-job injury grows out of physical contact with a student during disciplinary, a situation, the employee may exercise the option provided in paragraph B. above even though the injury is not "serious" as defined in paragraph A, 4. above.

D. The provisions of the above notwithstanding, for any serious on-the-job injury, an employee shall be entitled to full pay for the first seven (7) days of disability without charge against his or her accumulated sick leave.

E. To be eligible for the option provided in paragraph B. above, the employee must file a Workers' Compensation claim within 48 hours of the occurrence of the act or event resulting in the serious injury or within 48 hours after he or she is physically able to file.

F. At any time during the employee's absence from work, the Board of Education may require that he or she be examined by a Board appointed physician. Upon a finding by such physician that the employee is fit for duty, the full pay provisions provided in paragraph B. above shall cease.

SUPERVISORS ONLY:

(3) Any employee shall be entitled to the benefits described in (1) above if the employee files a Workers' Compensation Claim Form with the District's Business Office within two (2) working days after the date of the accident or within two (2) working days after the employee is physically able to file such report.

(4) The district shall have the right to have the employee examined periodically by a doctor of its choice for the purpose of determining the continued eligibility of the employee to receive the benefits of this section. Based on such examination, the District shall determine whether or not the employee can return to his or her regular position

for full or part-time duty. If the employee is dissatisfied with the findings of such doctor and/or the determination by the district as to whether he/she can return to duty, the employee shall have the option of requesting an examination by another doctor of appropriate specialty. The request for the designation of a new doctor shall be made to the District and be forwarded within two (2) days of receipt to the Nassau County Medical Society, which shall refer the parties to a list of three doctors of appropriate specialty. The district shall choose one doctor from the list supplied by the medical society. The findings of such doctor as to whether or not the employee can return to his/her Position shall be final and binding on the district and on the employee. The District shall pay the costs and fees of the medical examination.

Failure or refusal of the employee to submit to any relevant medical or physical examination required by the District shall render the employee ineligible for the benefits of this section.

(5) The employee shall receive full pay as referred to above for a maximum period of one hundred and twenty (120) consecutive working days, the first day of which must commence within fifteen (15) working days immediately following the day of the accident.

(6) If, following a period of continued and uninterrupted disability of less than one hundred and twenty (120) working days, an employee returns

to work, and is thereafter absent again within fifteen (15) days of his/her return to work, and the absence is due to the original injury claimed, he/she shall receive full pay without charge being made against his/her sick leave to a maximum number of consecutive working days which, when added to the number of days the employee was absent from the date he/she first sustained his/her injury shall equal one hundred and twenty (120).

All subsequent absences attributable to the original injury shall be compensated either under the Workers' Compensation Law or shall be charged to sick leave, at the option of the employee.

(7) The payment of hospital, doctors and other medical expenses occasioned by an injury deemed covered by the Workers' Compensation Board shall be paid pursuant to the provisions of the Workers' Compensation Law.

(8) During any period of time that the employee receives full pay from the District pursuant to the provisions of this section or through the utilization of sick leave entitlement, the district shall be entitled to said employee's Workers' Compensation salary benefits.

(9) With reference to paragraph (4) above, in the event the employee is found to be able to work a portion of his/her work day, for each such day worked, it shall be considered that one half (1/2) day has been utilized against the maximum one

hundred and twenty (120) working days entitlement referred to in paragraphs (5) and (6) above.

In the event the employee is found to be able to work a portion of his/her workday, it is understood that for each such day of partial service, the employee shall be paid his/her regular day's salary to the limit of the one hundred and twenty (120) days as stated above.

7. Welfare Fund

The District will contribute to the Plainview-Old Bethpage Administrators', Directors', and Supervisors' Association Welfare Fund for each member of the bargaining unit in connection with medical or dental expenses sustained by said unit member as follows:

\$1,355 for the 2006/07 school year

\$1,405 for the 2007/08 school year

\$1,425 for the 2008/09 school year and thereafter.

Retirees shall be permitted to continue as members of the Welfare Fund provided that contribution shall not be made by the District on behalf of retirees.

8. Accumulated Leave Entitlement

Administrators/Directors: A. An Administrator/Director who retires under the New

York State Teachers' Retirement System regulations shall be entitled to payment in his/her last check, of an amount added to his/her salary, equal to one (1) day's pay for every three (3) days of unused accumulated leave entitlement to a maximum of one-half year's longevity salary provided the Administrator/Director informs the Superintendent in writing of his/her intention to retire at least five (5) months in advance of the effective date of retirement.

In the event an Administrator/Director is absent during the last month of employment thereby causing a recalculation of the monetary benefit provided herein described, then such benefit, if any, shall be paid in the next pay period following the pay period in which the final pay check is due. For the purpose of implementing this Paragraph, unused accumulated leave shall accrue to a maximum of 400 days.

B. Any Administrator/Director who shall inform the Superintendent in writing of his/her resignation and intention to retire at least three (3) years in advance of the effective date of resignation and retirement, shall be entitled to longevity payment for unused accumulated leave entitlement as referred to in Paragraph A. in three (3) installments as follows:

1. In the last check payable to the Administrator/Director for the first school year following the date of his/her resignation and notice

of intention to retire, said Administrator/Director shall receive an amount equal to one-third ($1/3$) of the payment referred to at Paragraph A. above. This payment shall be calculated by dividing the total number of unused accumulated leave entitlement days by three (3). From the resultant figure, the Administrator/Director shall be awarded one (1) day's pay for every three (3) days of unused accumulated leave entitlement.

Simultaneously with the payment referred to herein, the Administrator/Director's unused accumulated leave entitlement shall be reduced by one-third ($1/3$) of the total number of days to which the Administrator/Director is credited as of the date of payment.

2. In the last check payable to the Administrator/Director for the second school year following the date of his/her resignation and notice of intention to retire (the next to last year of employment) the total remaining number of unused accumulated leave entitlement days shall be divided by two (2). From the resultant figure, the Administrator/Director shall receive an amount equal to one (1) day's pay for every three (3) days of unused accumulated leave entitlement. Simultaneously with the payment referred to herein, the Administrator/Director's unused accumulated leave entitlement shall be reduced by one-half ($1/2$) of the total number of days to which the Administrator/Director is credited as of the date of payment.

3. In the last check payable to the Administrator/Director for the third school year following the date of his/her resignation and notice of intention to retire (the last year of employment) the Administrator/Director shall receive an amount equal to one (1) day's pay for every three (3) days of remaining unused accumulated leave entitlement.

C. Any Administrator/Director who shall inform the Superintendent in writing of his/her resignation and intention to retire at least two (2) years in advance of the effective date of resignation and retirement, shall be entitled to longevity payment for unused accumulated leave entitlement as referred to in Paragraph A. in two (2) installments as follows:

1. In the last check payable to the Administrator/Director for the first school year following the date of his/her resignation and notice of intention to retire (the next to last year of employment) the total remaining number of unused accumulated leave entitlement days shall be divided by two (2). From the resultant figure, the Administrator/Director shall receive an amount equal to one (1) day's pay for every three (3) days of unused accumulated leave entitlement. Simultaneously with the payment referred to herein, the Administrator/Director's unused accumulated leave entitlement shall be reduced by one-half ($1/2$) of the total number of days to which the Administrator/Director is credited as of the date of payment.

2. For the last check payable to the Administrator/Director for the second school year following the date of his/her resignation and notice of intention to retire (the last year of employment) the Administrator/Director shall receive an amount equal to one (1) day's pay for every three (3) days of remaining unused accumulated leave entitlement.

D. All payments made to an Administrator/Director pursuant to the provisions of this paragraph shall be based upon the last annual salary of said Administrator/Director.

E. The provisions of this Paragraph notwithstanding, no Administrator/Director shall receive a total payment of more than an amount equivalent to one-half (1/2) year's salary based upon the last annual salary of said Administrator/ Director.

F. The District shall pay one (1) day's payment for every three (3) days of unused accumulated sick leave entitlement to the employee's estate upon the death of such employee while employed in the District as a Principal, Assistant Principal or Director. The maximum payment to be made by virtue of this benefit shall not exceed one-half (1/2) of the regular annual salary of the employee in the year of his/her death. The ceiling for unused accumulated sick leave for purposes of this section is raised so that a maximum payment of one-half (1/2) year's annual salary may be paid.

Supervisors only: A. Supervisor retiring under the New York State Teachers' Retirement system regulations during the term of this contract shall receive a lump sum payment of one day's pay for every three days of accumulated sick leave entitlement. Such benefit shall not exceed one half of the Supervisor's regular salary earned in the year of retirement. "One day's pay" is defined as 1/200th of the salary of the applicable year. The payment referred to above shall be made provided the Supervisor informs the Superintendent in writing of his/her intention to retire at least ninety (90) days in advance of the date of retirement, unless waived by the Superintendent. For the purpose of calculating this notice, the months of July and August shall be excluded unless waived by the Superintendent. In the event a Supervisor is absent during the last month of employment, thereby causing a recalculation of the benefit described herein, then such benefit, if any, shall be paid in the next pay period following the pay period in which the final pay check is due.

B. Effective July 1, 1980, one (1) day's pay for every three (3) days of unused accumulated sick leave entitlement will be paid to the estate or designated beneficiary of any employee who dies while actually serving as a Supervisor in the Plainview-Old Bethpage Public Schools. Such benefit shall not exceed one-half (1/2) of the Supervisor's regular salary (at the time of death). "One day's pay" is defined as 1/200th of the salary of the applicable year.

9. Absence Before a Holiday

No pay for absence the day before or after a holiday or vacation period shall be made unless the Superintendent approves the absence.

10. Doctor's Note

Administrators/Directors only: Following return to work, Administrators/Directors will provide a doctor's note for absence of four (4) days or more due to illness. The District, at its option, may require a doctor's note after three (3) days of illness. In the event the District exercises its option, as referred to above, Administrators/Directors shall be permitted to visit the District Coordinating Physician for the purpose of obtaining the doctor's note at the District's expense.

11. Time Clocks, Sign In/Sign Out

Administrators: The District may, at its option, require the use of time clocks for building administrators. In the event the District exercises its option as provided for by this paragraph, each building shall have a time clock for use by building administrators only.

If an Administrator is not in his/her assigned school at the beginning or end of his/her work day, by reason of authorized District business, the Administrator shall punch in or out upon arrival at

or departure from his/her assigned school on the next school day following, that during which the aforementioned District business was conducted, said Administrator shall enter, in writing, on the time card the time at which the school business was commenced prior to the Administrator's arrival in school or the time at which the school business was completed after said Administrator's departure from his/her assigned school.

Directors: The District may, at its option, require the use of time clocks for the monitoring of employee attendance and punctuality.

Supervisors: Supervisors will sign in with signature and time at the beginning of the day and sign out with signature and time at the end of the day pursuant to procedures developed by the Superintendent. The use of mechanical, electrical and electronic devices such as, but not limited to, time clocks are expressly prohibited.

12. Leave Allowance

A. Notwithstanding existing regulations for chargeable leave allowance or existing practice to the contrary, maximum leave entitlement is three (3) days per year plus two (2) personal days for reasons other than personal illness or illness in the family. Notwithstanding existing regulations for leave allowance or existing practice to the contrary, maximum leave entitlement is seven (7) days per

year cumulative to twenty-one (21) days for illness in the immediate family.

B. Unit members shall be credited with seven (7) sick days effective September 1st and seven (7) sick days effective February 1st.

ARTICLE V

GRIEVANCE PROCEDURE

1. Definition of a Grievance

A grievance shall mean a complaint by an employee or group of employees in the bargaining unit or by the Administrators', Directors' and Supervisors' Association, (1) that there has been as to him/her or to them a violation, misinterpretation, or inequitable application of any of the provisions of this agreement, hereinafter referred to as "Contract Grievances" or (2) that he/she or they have been treated unfairly or inequitably by reason of any act or condition which is contrary to written policies of the Board of Education, or (3) that he/she or they have been inequitably treated contrary to established practice affecting working conditions. However, the term "grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner having the force and effect of law, or by any by-law of the Board of Education or (2) the Board of Education is without authority to act.

2. Initiation of a Grievance

Every effort should be made to prevent and resolve differences on an informal basis before formal procedures are invoked. Formal grievances must originate in a written complaint stating the facts constituting the grievance and the nature of the grievance by an individual, or group of individuals or the Administrators', Directors' and Supervisors' Association claiming that there is for him/her or them a specific grievance as defined above.

3. Procedures in Handling a Grievance

An individual or group of individuals claiming a grievance may pursue this grievance through as many of the following steps as they wish except that if an appeal is carried to Level 3, there must be Level 4 action and except that contract grievances cannot be carried to Level 4.

(1) Level I - a hearing before and determination by the appropriate administrator.

a) The appropriate administrator and/or his/her representative will arrange a hearing within three (3) school days of receipt of written grievance.

(b) The appropriate administrator and/or his/her representative will render a written decision

within three (3) school days after the hearing is concluded.

(c) The aggrieved may, within five school days, appeal in writing the decision rendered by the appropriate administrator and/or his/her representative.

(2) Level 2 - a hearing of and determination by the Superintendent of Schools and/or his designated agent.

(a) The Superintendent or his/her designated agent, shall arrange for a hearing within five (5) school days after receipt of an appeal from Level 1.

(b) The Superintendent or his/her designated agent, will render a written decision within five (5) school days after the hearing is concluded.

(c) The aggrieved may, within fifteen (15) school days after receipt of the Superintendent's decision, submit to Final and Binding Arbitration all unresolved "Contract Grievances".

(d) The aggrieved may, within five (5) school days after receipt of the Superintendent's decision, submit to advisory arbitration all unresolved grievances other than "Contract Grievances".

(3) Level 3

(a) "Contract Grievances" submitted to Final and Binding Arbitration shall be submitted to the A.A.A. in accordance with the Rules and Procedures of the A.A.A. for Labor Arbitration and the award of the arbitration shall be Final and Binding. The award shall be submitted within thirty (30) days after the hearing has concluded to grievant, Administrators', Directors', and Supervisors' Association and the Board of Education.

(b) All grievances other than "Contract Grievances" submitted to advisory arbitration shall be submitted to the A.A.A. in accordance with the Rules and Procedures of the A.A.A. for Labor Arbitration and the award shall be advisory. The award shall be submitted within thirty (30) days after the hearing has concluded, to the grievant, the Administrators', Directors', and Supervisors' Association and the Board of Education.

(4) Level 4 - action by the Board of Education - Advisory Arbitration Grievance.

The Board of Education will, within ten (10) school days after receipt of the advisory recommendation, render its decision in writing.

In these hearings, the aggrieved party or parties may appear alone, may be accompanied by

any representative of the Administrators', Directors', and Supervisors' Association to attend with them and assist. The Administrators', Directors', and Supervisors' Association shall be advised at each level of the nature of the grievance, time and place of the hearing, and may, if it wishes, be represented at each hearing and submit a statement on its interest in the proceedings.

4. Sharing Costs of Arbitration

In those instances where a grievance is brought to arbitration, the Board of Education and the aggrieved party shall share the expenses equally.

5. Intent to Adhere to Guidelines Developed in Hearings

Both the Board of Education and the Administrators', Directors', and Supervisors' Association agree to respect and advise all interested parties to follow the guidelines established in the hearings, and not to continue to create or bring further cases on matters clearly established.

6. Implementation

Administrators/Directors only: No claim shall be heard under this procedure unless a written notice of claim setting forth the facts constituting the grievance is served upon the appropriate

administrator no later than forty-five (45) days after the occurrence of the event constituting the grievance.

Supervisors only: No claim shall be heard under this procedure unless a written notice of claim setting forth the facts constituting the grievance is served upon the principal of the school in which the grievant is employed no later than ninety (90) days after the occurrence of the event or events constituting the grievance.

ARTICLE VI

RELATIONSHIPS

1. Administrators

A. Relationships with Other Employee Organizations

1. Superintendent of Schools will provide an agenda to the Association of items that will be discussed with other employee groups. At the request of either the Superintendent of Schools or the Association, a meeting will be held between the Superintendent of Schools and the Association representatives to discuss such agenda items.

2. The Board recognizes the right of the Association to publicly reply to

public comments made by any employee groups relating to any individual or group of administrators or the general administration of any school or schools in the district.

3. The Board or its authorized designee will inform in writing and consult with the Association on all requests made by other employee groups which will effect any change in the administration of any school or schools in the district.

4. Each building principal will be provided with at least four (4) copies of contracts entered into by the Board with any employee group. These copies are to be submitted before July 1 whenever possible, and if not available, a summation of items involved be provided to building administrators before July 1.

5. The Board will provide a workshop for the Association on all contracts signed by the Board with all other employee groups.

B. Relationships with Central Office Personnel

1. Central Office will continue as provided under present practice, to

involve building administrators in each phase of employing, transferring, and dismissal of building personnel.

2. Personnel services for obtaining information on prospective employees will be provided and are to include Central Office secretarial services for correspondence, applications, and follow-up.

3. Whenever possible, the administrator involved should be informed of assignments at least ten (10) days prior to the date the task is to be performed.

4. Building principals will be kept advised in writing of changes in budget recommendations under the following procedures:

5. At any time when building budget requests are being adjusted, the building principal will be informed before final submission of the budget to the Board by written memo, individual conference, or general conference.

6. The Business office will establish a procedure for monthly notice to

building administrators regarding budget expenditures and unencumbered balances reflecting canceled purchases, partial cancellations, and monies transferred from other accounts. The foregoing will be accomplished to the extent possible on the basis of information available.

C. Relationships with Board of Education

1. Policy

(a) Building principals should be informed and consulted on all matters relating to a particular building, which would change the structure or organization of that building.

(b) Copies of proposals from other employee groups will be provided to the Association. The Association may submit written recommendations to the Superintendent of Schools and Board of Education on items relating to their membership.

(c) Any question or complaint raised by a member of the community with the Board or the Superintendent of Schools should be brought to the attention of the building principal by the Superintendent of Schools.

(d) In all instances where it is stated that administration should be involved or consulted, consultation shall be considered as an opportunity to explore reasonable alternatives.

(e) In the event of a work stoppage by any other employee organization, the Superintendent of Schools will consult with the building administrator involved relative to the closing of an individual school before making his/her decision.

2. Budget

(a) The Association will be provided with copies of the detailed budget recommended by the Superintendent. An additional meeting to those mentioned in paragraph 3(a) below can be held with the Board of Education if requested by either party.

(b) Building administrators will be provided with opportunity to recommend materials.

3. Communication

(a) Meetings shall be scheduled between the Board of Education and the Association to discuss items of mutual concern. These meetings will be preceded by a meeting with the Superintendent of Schools in an attempt to resolve as many items as possible. Agenda will be developed in advance of all meetings.

(b) If, for any reason, a building administrator is requested to attend a meeting of the Board (either public or executive session), a specific time will be provided to the administrator for his/her appearance at the meeting. To the extent possible, this appointment will be adhered to except in cases of extreme emergency, whenever possible.

(c) Visitations to schools and contacts by Board Members will be conducted in accordance with Board's Code of Ethics.

4. Employment Procedures

(a) Building principals will have the opportunity to participate in the re-

cruitment of new administrators for their building wherever possible.

(b) To the extent possible, the Board will not employ any professional personnel who are not certified under the regulations of the New York State Department of Education.

(c) Written observations and evaluations of work by professional personnel will be handled in a confidential manner by the Board.

5. Excess Procedures –

Any Administrator who has served in the District as an Administrator for a minimum of three (3) years and who is declared to be in excess shall be appointed to the first similar administrative opening which occurs in the district within a four (4) year period.

D. Relationships with Community

1. The building administrator shall work with his/her staff and organizations of parents in reference to a continuous program of school/ home communications, and shall have the right to interpret the district philosophy of education, the educational goals for children, school organ-

ization, and educational innovations, subject to the general supervision of the Superintendent of Schools.

2. Building administrators should be informed in advance regarding communications between school and community which relate to the educational program and which are initiated by Central Office.

E. Building Operation

1. Teaching Staff

(a) Principals shall be consulted before teachers are assigned to their buildings wherever possible.

(b) The principal shall arrange for the use of substitute teachers who, in his/her opinion, can best carry on the instructional program, subject to the general supervision of the Superintendent of Schools.

(c) Schools shall be entitled to a substitute for any secretarial or custodial staff member who is absent, within the limit of budgetary appropriation and with an allotment

to each building based on a distribution to be worked out following consultation with building principals.

2. Facilities - A private office shall be provided for all building administrators in the district wherever practicable.

3. Instructional and Related Areas

(a) The principal shall be involved in discussions relative to all instructional programs that are contemplated in his/her school.

(b) The principal may recommend whatever books, instructional materials and equipment he/she believes necessary and desirable for his/her instructional program, as long as it is in keeping with the district's policy and stated curriculum.

(c) The principal's recommendation regarding supplies, equipment, personnel and facilities shall be considered by the Superintendent of Schools and the Board of Education before implementation of instructional programs within his/her building.

(d) Calls upon the time of teachers during professional hours by Central Administration shall be kept to a minimum.

4. Supplies and Equipment

(a) All supplies and equipment ordered by the end of June should be available in the school before the new semester begins in September, within the confines of budget limitations.

(b) Provisions must be made for the immediate repair of defective office equipment and instructional equipment within the confines of budget limitations.

5. School Organization

(a) The principal shall organize his/her classes consistent with the needs of pupils within the framework of district grouping policy.

(b) No changes shall be made in school organization without the principal's involvement.

6. Miscellaneous

(a) Principals or assistant principals shall not be reassigned without consultation of the chief administrator of the school involved.

(b) If any provision of this Agreement shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of this Agreement shall continue in full force and effect.

(c) Board of Education will provide full legal protection for all administrators in any legal action undertaken against said administrator or administrators, for action that administrator is legally engaged in while carrying out the function of his/her supervisory, evaluative and administrative role.

2. Directors

A. Superintendent of Schools will provide an agenda to the Association of items that will be discussed with other employee groups. At the request of either the Superintendent of Schools or

the Association, a meeting will be held between the Superintendent of Schools and the Association representatives to discuss such agenda items.

B. The Board recognizes the right of the Association to publicly reply to public comments made by any employee groups relating to any individual or group of Directors or the general administration of any school or schools in the district.

C. Central Office will continue, as provided under present practice, to involve Directors in each phase of employing, transferring, and dismissal of district personnel.

D. Whenever possible, the Director involved should be informed of assignments at least ten (10) days prior to the date the task is to be performed.

E. Directors will be kept advised, in writing, of changes in budget recommendations under the following procedures:

- 1) At any time when budget requests are being adjusted, the Director will be informed before final submission of the budget to the Board by written memorandum, individual conference, or general conference.

- 2) Business office will establish a procedure for monthly notice to Directors regarding

budget expenditures and unencumbered balances reflecting canceled purchases, partial cancellations, and monies transferred to the extent possible on the basis of information available.

F. Central Administration will maintain and provide calendar of meetings in order to avoid conflict and unusual demands on Directors' time.

G. The Association will be provided with copies of the detailed budget recommended by the Superintendent. An additional meeting to those mentioned in Paragraph "T" below can be held with the Board of Education if requested by either party.

H. Directors will be provided with opportunity to recommend materials.

I. Meetings shall be scheduled between the Board of Education and the Association to discuss items of mutual concern. These meetings will be preceded by a meeting with the Superintendent of Schools in an attempt to resolve as many items as possible. Agendas will be developed in advance of all meetings. A yearly schedule of meeting dates will be set up each year.

J. If, for any reason, a Director is requested to attend a meeting of the Board (either public or executive session), a specific time will be provided to the Director for his/her appearance at the meeting. To the extent possible, this appointment

will be adhered to except in cases of extreme emergency, whenever possible.

K. Visitations to schools and contact by Board Members will be conducted in accordance with Board's Code of Ethics.

L. The Director shall work with his staff and organizations of parents in reference to a continuous program of school/home communication, and shall have the right to interpret the District philosophy of education, the educational goals for children, school organization and educational innovations, subject to the general Supervision of the Superintendent of Schools.

M. Directors should be informed in advance regarding communications between school and community which relate to the educational program and which are initiated by Central Office.

N. The Director shall be involved in discussions relative to all instructional programs that are contemplated for his/her school.

O. The Director may recommend whatever books, instructional materials and equipment he/she believes necessary and desirable for his/her instructional program, as long as it is in keeping with the District's policy and stated curriculum.

P. The Director's recommendation regarding supplies, equipment, personnel and facilities shall

be considered by the Superintendent of Schools and the Board of Education before implementation of instruction programs within his/her area.

Q. All supplies and equipment ordered by the end of June should be available in the school before the new semester begins in September, wherever possible.

R. Provisions must be made for the immediate repair of defective office equipment and instructional equipment, whenever possible.

ARTICLE VII

MISCELLANEOUS

1. No Strike Pledge

The Administrators', Directors' and Supervisors' Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by this agreement, nor any instigation thereof.

2. **Taylor Law 204-A**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

3. **Duration of Agreement**

This Agreement shall be effective as of July 1, 2006 and shall continue in full force and effect through June 30, 2009.

4. **Conformity to Law - Saving Clause**

If any provision of this Agreement shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of this Agreement shall continue in full force and effect.

5. **Legal Protection**

Administrators/Directors only: Board of Education will provide full legal protection for all Administrators and Directors in any legal action undertaken against said Director or Directors or Administrator or Administrators, for action that the Administrator or Director is legally engaged in

while carrying out the function of his/her supervisory, evaluative and administrative role.

6. **Payment for Teaching In-Service Courses**

Administrators/Directors only: An Administrator or Director who is appointed by the Board of Education to serve as the instructor of a formally established district in-service Course shall be paid at the rate of \$40 per session. The provisions of this paragraph shall not apply to the staff development sessions referred to in paragraph 8 below.

7. **District-Wide Committees**

In addition to those members appointed by the Board of Education, the Administrators', Directors' and Supervisors' Association may send one working member to district-wide committees dealing with district objectives and relating to teachers and teaching. If committee members are paid, the organization representative will not be compensated by the Board of Education.

8. **Staff Development**

In addition to their other duties, unit members shall be required to attend the staff development sessions that are delivered to the

teaching staff and to participate in the development and presentations of the programs delivered during such sessions to the extent required by the Superintendent of Schools.

ARTICLE VIII

ADMINISTRATORS ONLY CLAUSES

1. Save Harmless

The Board of Education reserves the right to reduce the work year of any eleven (11) month employee. Any Administrator whose work year is reduced in accordance with this paragraph, shall receive a reduction in salary in an amount equal to one-eleventh (1/11th) of his/her annual salary. This provision shall apply in connection with all members of the Administrators' Unit except the principals employed on an eleven (11) month basis as of July 1, 1980. Except as referred to above, no Administrator will receive less salary than he/she receives the previous year plus his/her share of the raise provided the Administrator is in the same administrative position.

2. Summer Employment

Administrators will have a right to apply for summer positions and will be considered on an

equal basis with all other candidates. Compensation for summer services will be at the established rates.

3. Absence for Personal Reasons

Existing provisions for personal leave will be amended to require that no personal leave days will be allowed on the day preceding or following a school holiday or vacation period without specific written approval, in advance, by the Superintendent of Schools.

4. Code of Ethics

The Code of Ethics for School Board members is incorporated by reference.

ARTICLE IX

DIRECTORS ONLY CLAUSES

1. Suspension of a Director

A. A Director who has been suspended from school pursuant to Section 3020-a of the Education Law shall receive his/her regular full pay to which he/she would otherwise be entitled and all fringe benefits for a period of a maximum of fifteen (15) months. Thereafter, any suspension may be without pay.

B. The payless suspension provisions referred to above shall be invoked by the Board of Education a maximum of one time per school year, cumulative to four times during the life of the contract.

C. Delays in the hearing held pursuant to Education Law Section 3020-a caused by the Board of Education shall not be charged against the period referred to above.

D. A Director who is acquitted by the tenure panel after the expiration of the aforesaid period shall be restored to the District's payroll during any appeal to the Commissioner of Education by the Board of Education.

E. In the event that the Director is not discharged after all hearings and appeals (if taken) are concluded, said Director shall receive full back pay less any penalty imposed as a result of said proceeding.

F. There shall be a 24-month moratorium commencing September 1st, 1980, on the implementation of any payless suspension pursuant to subparagraph (A) and accumulation pursuant to subparagraph (B).

ARTICLE X

SUPERVISORS ONLY CLAUSES

1. Teaching Periods

All Supervisors shall teach three (3) periods per day or its equivalent, with the exception of Supervisors with more than eight (8) members in their departments - exclusive of the Supervisor himself/herself - who may be assigned two (2) teaching periods per day or its equivalent if such reduction would not necessitate the adding of staff to the department (fractionally or otherwise) nor enlargement of classes in the department beyond class size policy, nor the elimination of a Course.

Notwithstanding the above, the Superintendent may, at his/her discretion, in individual cases assign Supervisors to teach three (3) periods.

2. Vacancies

A. (1) Whenever a vacancy for a Supervisor, Assistant Principal or Principal shall occur in the District, the Board shall duly publicize said position in the administration building and in each school building. This notice shall clearly set forth a description of the qualifications for the position. Such description shall include required certification.

(2) When school is in session, such notice shall be posted at least seven (7) calendar days before the final date when applications must be submitted. If school is not in session, such notice shall be posted and simultaneously mailed to the President of the Association.

(3) Candidates who desire to apply for a position shall submit their applications in writing to the designated administrator within the time limit specified. Failure to apply within time limits shall constitute a waiver of consideration for the position.

B. An applicant shall receive a letter acknowledging receipt of his/her application.

C. All candidates shall be notified as to the disposition of their application. Failure to do so, however, shall not invalidate the appointment, or be subject to grievance under the grievance provisions of the contract.

3. Professional Conferences

For each year of this contract, each Supervisor shall be entitled to a reimbursement of up to a maximum of \$50 for travel, accommodation and registration or fee expenses incurred by virtue of attendance at a professional conference which relates to his/her supervisory responsibilities, curricular development or the subject area in which he/she is employed in the District throughout the term of this contract. Such reimbursement shall be

subject to applicable policies and regulations of the District.

4. Partial Day Absence

A deduction from accumulated sick leave entitlement, or in salary, whichever is applicable, will be made equivalent to time lost for partial day absence as follows:

Supervisors who are absent one-half (1/2) day (3 1/2 hours or less) shall receive a deduction in salary or accumulated sick leave entitlement of one-half (1/2) day. Supervisors who are absent more than one-half day (more than 3 1/2 hours) shall receive a deduction of one (1) day in salary or accumulated sick leave entitlement.

ARTICLE XI

AGENCY SHOP

The district shall notify all employees who are currently on the payroll within the title covered by this Agreement that those employees who are not members of the Association shall have deducted from their salary an agency shop fee.

Every employee appointed after the effective date of this provision who does not join the

Association at the time of appointment shall have any agency shop fee deducted. If the employee joins the Association, such agency shop fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Association shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency shop fee deduction should be discontinued.

An employee, who terminates Association membership, shall have deducted from his/her salary an agency shop fee. Such agency shop fee shall be effective on the same date as the revocation of authorization of dues deduction takes effect.

The agency shop fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in amount equal to the periodic dues levied by the Association for employees in the affected titles as currently checked off by the School District, and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the district in connection with the authorized dues deduction. The Association shall certify to the School District the appropriate amount or rate for the agency shop fee deduction.

The district shall transmit, no later than the first working date of the second month following the month in which the agency shop fee has been

collected, the total of such agency shop fee deductions collected at the same rates as are provided for the check-off of membership dues.

Changes in the amount of any agency shop fee deduction shall be effective at the same time as is the practice with changes in membership dues deductions. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency shop fee.

Upon receipt by the School District of the notice of change in the amount of the agency shop fee deductions, employees having the agency shop fee deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Association.

The Association shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Association.

No assessments of any kind or nature will be collected through the agency shop fee deduction.

The District shall not be liable in the operation of the agency shop fee deductions for any mistake or error of judgment or any other act of omission or commission and the Association agrees for itself, its successors and assigns to at all times indemnify the District and/or the Board of

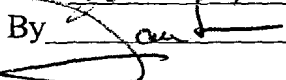
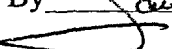
Education against any and all claims, suits, actions, costs, charges and expenses including, court costs and attorneys' fees, and against all liability and losses and damages of any nature whatsoever that the District and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Shop Fee Article in the collective bargaining agreement between the Association and the District.

The Association affirms that the Council of Administrators and Supervisors and the Association have established and are each maintaining a procedure which provides for the refund, to any employee demanding the same, of any part of an agency shop fee which represents the employee's pro rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. It is expressly agreed that in the event such procedure is disestablished by any of the above-referred-to organizations, then this Article insofar as it relates to agency shop fee deduction, shall be null and void.


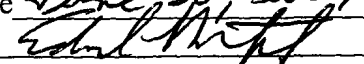
In the event that any provision of this Article is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Article.

IN WITNESS WHEREOF, the parties
hereto have set their hands and seals the day and
year indicated below.

BOARD OF EDUCATION
PLAINVIEW-OLD BETHPAGE CSD

Date June 30, 2007
By 

Jonathan Mosenson, President

PLAINVIEW-OLD BETHPAGE
ADMINISTRATORS, DIRECTORS
AND SUPERVISORS ASSOCIATION

Date June 30, 2007
By 

Edward Metzendorf, President

APPENDIX A

		2006-07	2007-08	2008-09
	2005-06	Salary +	Salary +	Salary +
POSITION	SALARY	4.00%	4.50%	4.50%
HSP [JM]	\$141,000	\$146,640	\$ 153,239	\$ 160,135
MSP [EM]	\$137,666	\$143,173	\$ 149,615	\$ 156,348
MSP [DM]	\$137,166	\$142,653	\$ 149,072	\$ 155,780
ESP [GB]	\$130,460	\$135,678	\$ 141,784	\$ 148,164
ESP [RH]	\$130,460	\$135,678	\$ 141,784	\$ 148,164
ESP [PM]	\$130,460	\$135,678	\$ 141,784	\$ 148,164
ESP [AC]	\$125,000	\$130,000	\$ 135,850	\$ 141,963
K-CTR [FL]	\$124,907	\$129,903	\$ 135,749	\$ 141,858
HSASP [TS]	\$127,849	\$132,963	\$ 138,946	\$ 145,199
HSAP [PD]	\$116,726	\$121,395	\$ 126,858	\$ 132,566
HSAP [GZ]	\$116,468	\$121,127	\$ 126,577	\$ 132,273
MSAP [AB]	\$113,666	\$118,213	\$ 123,532	\$ 129,091
MSAP [AG]	\$113,666	\$118,213	\$ 123,532	\$ 129,091
MSAP [TS]	\$113,666	\$118,213	\$ 123,532	\$ 129,091
MSAP [JW]	\$113,666	\$118,213	\$ 123,532	\$ 129,091
EAP [GS]	\$104,586	\$108,769	\$ 113,664	\$ 118,779
EAP(2/3)[RC]	\$69,724	\$72,513	\$ 75,776	\$ 79,186
Director of PPS	\$127,969	\$133,088	\$ 139,077	\$ 145,335
Director of Athletics [KD]	\$125,066	\$130,069	\$ 135,922	\$ 142,038
Director of Technology [GL]	\$122,478	\$127,377	\$ 133,109	\$ 139,099
Director of Music [SS]	\$115,539	\$120,161	\$ 125,568	\$ 131,218

Director of Art [JC]	\$115,539	\$120,161	\$ 125,568	\$ 131,218
Asst. Dir. Of Guidance [FS]	\$117,700	\$122,408	\$ 127,916	\$ 133,673
Asst. Dir. Of SpEd PreK-4 [NY]	\$115,789	\$120,421	\$ 125,839	\$ 131,502
Asst. Dir. Of SpEd 5-8 [MM]	\$115,789	\$120,421	\$ 125,839	\$ 131,502
Asst. Dir. Of SpEd 9-12 [EB]	\$115,789	\$120,421	\$ 125,839	\$ 131,502
Chair English [BF]	\$113,522	\$118,063	\$ 123,376	\$ 128,928
Chair Social Studies [RR]	\$113,522	\$118,063	\$ 123,376	\$ 128,928
Chair Mathematics [RS]	\$113,522	\$118,063	\$ 123,376	\$ 128,928
Chair Science [JB]	\$113,522	\$118,063	\$ 123,376	\$ 128,928
Chair LOTE [LC]	\$113,522	\$118,063	\$ 123,376	\$ 128,928

At the discretion of the Superintendent of Schools, unit members may receive annual appointments to include within their area of supervision the following departments:

- Home and careers stipend - \$3,000
- Business stipend - \$3,000
- Technology stipend- \$1,000 (assumes incumbent also assigned Research responsibility)
- Research stipend - \$7,500 plus 10 per diem days

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